



DON'T do business WITHOUT IT™

Alpha Card SCRL

Vorstlaan 100
1170 Brussel
België

Brussels, 29 July 2022

Dear Customer,
Dear American Express® Programme Administrator,

Our services to your Company and American Express cardholding staff are currently provided by our Belgian American Express entity, Alpha Card SCRL / CVBA ("**Alpha Card**"). With this letter, we would like to inform you that Alpha Card will be merging into our Spanish American Express entity, American Express Europe, S.A. ("**AEESA**"). The merger fits within our group strategy to centralize all our European payment services into our Spanish hub entities.

As a result of the merger, Alpha Card will cease to exist as a legal entity. AEESA will take over all assets, rights and obligations from Alpha Card. **You will continue to be serviced through the Belgian branch of AEESA**, in which all current operations of Alpha Card will be integrated. The intended date for the entry into force of the merger is on 30 September 2022. The exact merger date will be communicated to you via your statements and through our website [americanexpress.be\(.lu\)/amex-belgique](http://americanexpress.be(.lu)/amex-belgique) or [americanexpress.be\(.lu\)/amex-belgie](http://americanexpress.be(.lu)/amex-belgie). On the merger date, AEESA will seamlessly take over the services provided under your current agreement with Alpha Card.

What will change for your company and the American Express cardholding staff in practice?

There will only be minor changes to the terms and conditions applicable to your Company and the American Express cardholding staff, reflecting the merger:

- your contractual counterparty will be AEESA instead of Alpha Card.
- the new competent supervisory authority will be the Bank of Spain instead of the National Bank of Belgium.
- AEESA will now work closely with AMEX Asesores de Seguros, Sociedad de Agencia de Seguros Vinculada, S.A.U. ("Amex Seguros"), which is the Spanish law firm of the American Express Group authorized to carry out insurance distribution activities in Belgium and Luxembourg under the supervision of the Directorate General de Seguros (DGS), under the number No. AJ0022. In this respect, nothing changes in your insurance, the insurers being the same.
- the contact details of the head office of AEESA and of Amex Seguros are now included in the terms and conditions.

We used this occasion to also introduce a few changes to the general terms and conditions i.e., to align with the other European markets serviced by American Express, to start aligning the Corporate Programme general terms and conditions to the Corporate Cardholder general terms and conditions, and to clarify some provisions.

In attachment to this letter, you will find a notice of variation, containing a summary of the key changes to the Corporate Programme general terms and conditions and to the Corporate Cardholder general terms and conditions. The new terms and conditions remain governed by Belgian law and are available for the company and for the cardholding staff on [americanexpress.be\(.lu\)/documents_corporate](http://americanexpress.be(.lu)/documents_corporate) or [americanexpress.be\(.lu\)/corporate_documenten](http://americanexpress.be(.lu)/corporate_documenten). They will enter into force on the effective date of the merger.

Do you need to do something?

This message serves as a notification of a change so please notify all employees with an American Express Card. The Company and the Corporate Cardmembers will be deemed to have agreed to the changes unless American Express is notified in writing before the effective merger date that they do not agree, in which case the Corporate Programme or the Card(s) may be closed, free of charge.

Kind regards,

Stephan Jacobs
General Manager Belgium & Luxembourg
Global Commercial Services



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Notice of Variation: Corporate Programme General Terms and Conditions

We would like to inform you that we are making some changes to your American Express Corporate Programme General Terms and Conditions. For more information on the main changes, see below summary of changes. The complete versions of the amended general terms and conditions are available on our website [americanexpress.be\(.lu\)/documents_corporate](http://americanexpress.be(.lu)/documents_corporate) or [americanexpress.be\(.lu\)/corporate_documenten](http://americanexpress.be(.lu)/corporate_documenten).

| Summary of Changes: Corporate Programme General Terms and Conditions | | |
|--|-------------|---|
| Terms and Conditions section | Article | What is changing? |
| Introduction | | The reference to Alpha Card is replaced by "we", in order to reflect the changes subsequent to the merger between Alpha Card and AEESA. |
| Prohibited uses | Art. 3.b | An additional paragraph b. is added to clarify your responsibility in case of prohibited use of the Card or the Account. |
| Replacement Cards | Art. 12 | A sentence is added to clarify that American Express may inform Merchants that a Card is no longer valid. |
| Recurring Charges | Art. 17 | A new paragraph a. is added, regarding enrolment with a Merchant for Recurring Charges and responsibility for the payment arrangements before the start of the application of Recurring Charges to your Account. |
| Insurance | Art. 18 | Amendment of the notice period from 60 days to two (2) months. |
| Data Protection | Art. 20 | A new paragraph a. viii is added, to incorporate a reference to our Online Privacy Statement. |
| Communications with You | Art. 21 | It is clarified in the title that this section is on Communications with You. |
| Cancellation and Termination | Art. 24.c. | Amendment of the notice period from 60 days to two (2) months. |
| Severability | Art. 27 | Clarification of the article: the provision of the Agreement conflicting with mandatory law or regulation will be amended or deleted in a manner closest to the intent of the original provision of the Agreement. |
| Transfer of Claims | Art. 28. c. | Art. 28.c. is amended to clarify the assistance required from You if American Express decides to pursue a third party for a credited amount. |
| Changes to the agreement. | Art. 31 | Amendment of the notice period from 60 days to two (2) months. |
| Taxes, Duties and Exchange Control | Art. 34 | Language is added to this article to clarify and expressly state that you are accountable for the proper accounting and taxation (in the broadest sense) of the Membership Rewards. |
| Complaints | Art. 35 | The reference to Alpha Card is replaced by a reference to American Express Europe Belgian branch, and the contact details of the Spanish complaints department is added, as well as the contact details of the Bank of Spain's Department of Market Conduct and Complaints. |
| How we are regulated | Art. 36 | A new article is introduced on how American Express Europe S.A. (as far as payment services are concerned) and AMEX Asesores de Seguros (as far as insurance distribution) are regulated. |
| Schedule 1 – Definitions | | The definition of Alpha Card is deleted. The definition of "We", "our" and "us" is amended and the new definition of American Express Europe (Belgian Branch) is introduced (in replacement of the Alpha Card definition). |
| Schedule 2 | Art. 2 | The reference to the American Express Global Corporate Payments Terms and Conditions has been deleted and replaced by a reference to Schedule 1. |



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Notice of Variation: Corporate Cardholder General Terms and Conditions

We would like to inform you that we are making some changes to the American Express Corporate Cardholder General Terms and Conditions. For more information on the main changes, see below summary of changes. The complete versions of the amended General Terms and Conditions are available on our website [americanexpress.be\(.lu\)/documents_corporate](http://americanexpress.be(.lu)/documents_corporate) or [americanexpress.be\(.lu\)/corporate_documenten](http://americanexpress.be(.lu)/corporate_documenten).

| Summary of Changes: Corporate Cardholder General Terms and Conditions | | |
|---|---------|---|
| Terms and Conditions section | Article | What is changing? |
| Acceptance/Subject Matter of the Agreement | Art. 1 | Language has been added to article 1 for clarification of the language use in all communications between you and us. The reference to Alpha Card is replaced by "we", in order to reflect the changes subsequent to the merger between Alpha Card and AEESA. |
| Definitions | Art. 2 | The definition of Alpha Card is deleted. The definition of "We", "our" and "us" is amended and the new definition of American Express Europe (Belgian Branch) is introduced (in replacement of the Alpha Card definition). The last paragraph of art. 2 has been amended to refer from now on to the second Payment Services Directive (PSD2) and applicable local law. |
| Payment | Art. 13 | This article has been amended in order to incorporate a reference to art. 11 (Changes in a Foreign Currency) and to incorporate clarifications and the explicit wording that failure to pay on time constitutes a breach of the Agreement. |
| Use of Personal Data | Art. 18 | It is clarified in the title that this section is on the use of Personal Data. All references to Alpha Card are replaced by American Express Europe (Belgian Branch). Paragraph j. v) has been added to incorporate a reference to our Online Privacy Statement. |
| Insurance | Art. 19 | The notice period regarding detrimental changes to or cancellation of the insurance benefits has been amended from sixty (60) days to two (2) months. |
| Complaints and Problems with Goods and Services Purchased | Art. 21 | The reference to Alpha Card is replaced by a reference to American Express Europe Belgian branch, and the contact details of the Spanish complaints department is added, as well as the contact details of the Bank of Spain's Department of Market Conduct and Complaints. |
| How we are regulated | Art. 22 | A new article is introduced on how American Express Europe S.A. (as far as payment services are concerned) and AMEX Asesores de Seguros (as far as insurance distribution) are regulated. |
| Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account | Art. 23 | Language is added in order to clarify actions to undertake and consequences in relation to Lost/Stolen Cards, Incorrectly Executed Transactions and Misuse of Your Account |
| Membership Rewards Programme | Art. 29 | Language is added to this article to clarify and expressly state that you are accountable for the proper accounting and taxation (in the broadest sense) of the Membership Rewards. |
| We May Close Your Account or Cancel Any Card | Art. 33 | Deletion of the notification period of two (2) months before cancellation of an Account in case that no new Card has been requested within twelve (12) months after expiry of the Card. |
| Severability | Art. 37 | Clarification of the article: the provision of the Agreement conflicting with mandatory law or regulation will be amended or deleted in a manner closest to the intent of the original provision of the Agreement. |
| Applicable Law and Jurisdiction | Art. 38 | It is clarified in the title that this section is on Applicable Law and Jurisdiction. Paragraph a. has been amended so that it states the applicable law to the Agreement. Paragraph b. determines the jurisdiction. |
| Taxes, Duties and Exchange Control | Art. 39 | It is clarified in the title that this section is on Taxes, Duties and Exchange Control. Former art. 37.b. regarding exchange control regulations is now incorporated in art. 39, as paragraph a. |